

**Amendment Eight
to the
Amended & Restated Interlocal Cooperation Agreement
for Design, Implementation, Operation and Maintenance
of the Regional Fare Coordination System**

This Amendment Eight (hereinafter "Amendment") to the Amended and Restated Interlocal Cooperation Agreement for Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System ("Interlocal Agreement") is entered into this 2nd day of November, 2016, by the Snohomish County Public Transportation Benefit Area ("Community Transit"), the Kitsap County Public Transportation Benefit Area ("Kitsap Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("Washington State Ferries"), the Pierce County Public Transportation Benefit Area ("Pierce Transit"), the City of Everett ("Everett") and King County ("King County"), individually referred to as an "Agency" and collectively known as "the Agencies" in this Amendment.

WHEREAS, on April 14, 2009, the Agencies entered into the Interlocal Agreement to restate, amend and supplement the provisions of their initial 2003 agreement that established the respective roles and responsibilities of the Agencies in the design, implementation, operation and maintenance of the RFC System and in the administration of the RFC Contract with the Contractor and joint consultant contracts; and

WHEREAS, pursuant to their 2003 agreement and Section 5.0 of the Interlocal Agreement, the Agencies have established a Joint Board that, among other powers and duties, is authorized pursuant to Section 5.4.15, to amend the exhibits to the Interlocal Agreement; and

WHEREAS, the Joint Board has authorized management changes appointing the ORCA Regional Program Administrator to direct and oversee ORCA Operations and Regional Program Administration; and

WHEREBY, the agencies desire to amend 1) Exhibit A-2 Agency Site Manager Job Description – Operating Phase; 2) Exhibit B-2 ORCA Operations Agency – Duties and Responsibilities; 3) Exhibit B-3 ORCA Regional Program Administration Agency – Duties and Responsibilities; 4) Exhibit G-1 Regional Inventory and Distribution Center - Description of Duties; and 5) Exhibit G-2 Regional Mail Center - Description of Duties, to update references in alignment with current operations and administration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Interlocal Agreement, the sufficiency of which is hereby acknowledged, each Agency hereby agrees to amend the Interlocal Agreement as follows:

Section One: Exhibit A-2 of the Interlocal Agreement, entitled "Agency Site Manager Job Description – Operating Phase", is hereby revised as attached hereto

Section Two: Exhibit B-2 of the Interlocal Agreement, entitled "ORCA Operations Agency – Duties and Responsibilities", is hereby revised as attached hereto

Section Three: Exhibit B-3 of the Interlocal Agreement, entitled "ORCA Regional Program Administration Agency – Duties and Responsibilities," is hereby revised as attached hereto


Section Four: Exhibit G-1 of the Interlocal Agreement, entitled "Regional Inventory and Distribution Center - Description of Duties", is hereby revised as attached hereto

Section Five: Exhibit G-2 of the Interlocal Agreement, entitled "Regional Mail Center - Description of Duties", is hereby revised as attached hereto

Section Six: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: 
Its: Doug CEO
Date: 10-19-16

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section Five: Exhibit G-2 of the Interlocal Agreement, entitled "Regional Mail Center - Description of Duties", is hereby revised as attached hereto

Section Six: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: [Signature]
Its: Transportation Services Director
Date: 10/21/14

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section Five: Exhibit G-2 of the Interlocal Agreement, entitled "Regional Mail Center - Description of Duties", is hereby revised as attached hereto

Section Six: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

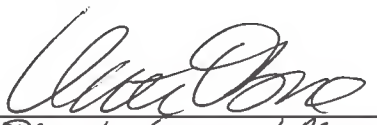
Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: 
Its: Deputy General Manager
Date: 10/26/16

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section Five: Exhibit G-2 of the Interlocal Agreement, entitled "Regional Mail Center - Description of Duties", is hereby revised as attached hereto

Section Six: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____


City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: 
Its: Executive Director
Date: 10/21/2016

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section Five: Exhibit G-2 of the Interlocal Agreement, entitled "Regional Mail Center - Description of Duties", is hereby revised as attached hereto

Section Six: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: *Lee Dreier*
Its: Chief Executive Officer
Date: 11/1/2014

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section Five: Exhibit G-2 of the Interlocal Agreement, entitled "Regional Mail Center - Description of Duties", is hereby revised as attached hereto

Section Six: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

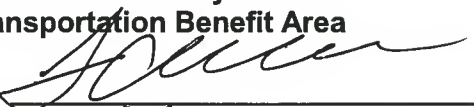
Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By:  _____
Its: CTO
Date: 10/26/16

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____
Its: _____
Date: _____

Section Five: Exhibit G-2 of the Interlocal Agreement, entitled "Regional Mail Center - Description of Duties", is hereby revised as attached hereto

Section Six: All other provisions of the Interlocal Agreement not referenced in this Amendment shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the spaces provided.

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

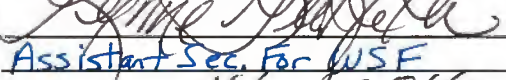
By: 
Its: Assistant Sec. For WSF
Date: 11/2/2016

Exhibit A-2 Agency ORCA Site Manager Job Description

Each Agency shall appoint a Site Manager who will function as the single point of contact for the ORCA Regional Program Administration Agency, the ORCA Operations Agency and the other ORCA Regional Service Providers. In this role the ORCA Site Manager is responsible for coordinating with internal Agency staff in order to respond appropriately in a timely manner. The Site Manager shall be endowed with reasonable authority to make most decisions required for efficient and timely administration of the ORCA System. Where the Site Manager is not authorized to make decisions for the Agency (e.g., the Agency bank accounts or fare policy), the Site Manager is responsible for identifying the Agency representative who will communicate with the ORCA Regional Administration Agency, the ORCA Operations Agency or the ORCA Regional Service Providers. The individual Agency Site Managers are considered to be key participants in the regional aspects of the ORCA Program, however they report solely and directly to the Agency they represent.

1. Primary Responsibilities

- a. Serve as primary Agency point of contact/authorized official for the ORCA Regional Program Administration Agency, the ORCA Operations Agency, the other ORCA Regional Service Providers, Joint Consultants, and/or the RFC Contractor as required.
- b. Coordinate all internal Agency resources to meet all Agency requirements in this Agreement and the RFC Contract.
- c. Identify the appropriate authorized Agency representatives to communicate with the ORCA Regional Administration Agency, ORCA Operations Agency and Regional Service Providers in areas where the Site Manager is not authorized to give direction on behalf of the Agency.
- d. Promptly advise the ORCA Regional Program Administrator, as applicable of any performance issues by the RFC Contractor, ORCA Regional Administration Agency, ORCA Operations Agency or Joint Consultants.
- e. Coordinate the Agency review and approval of all changes, updates or upgrades to the technical design and functionality of the ORCA System.
- f. Attend regular (e.g. weekly) regional meetings to discuss system operating and/or administration issues and participate in the summary of regional system performance and issue identification.
- g. Coordinate Agency review and validation for planning and implementing the next generation ORCA system.

2. Secondary Responsibilities

- a. Inform, as appropriate, internal Agency staff on system matters to enable an efficient and accurate communication process.

- b. Ensure the cooperation of all internal Agency staff with the RFC Contractor and Joint Consultants as required for the operations and administration of the ORCA System.
- c. Provide, as required for system updates, upgrades or changes, the necessary interface specifications for all existing Agency systems.
- d. Facilitate, as required for system updates, upgrades or changes, communication with the contractors and suppliers of existing systems or equipment as required.
- e. Provide plans and drawings of Agency facilities and vehicles as required.
- f. Coordinate appropriate approvals for the RFC Contractor to access required locations for the purpose of site surveys or system equipment repairs or installation.
- g. Assist in the coordination and scheduling of vehicles for installation and testing purposes.
- h. Coordinate all necessary staff and resources to support testing activities.
- i. Participate in the testing of all new releases or other types of testing, as required.
- j. Review new or updated training documentation and coordinate Agency staff attendance at training classes.
- k. Provide equipment and system support as indicated by the "Maintenance Services Chart" in Division II, section 6.II-10.1 of the RFC Contract.

3. Qualifications and Experience

The Site Manager shall either possess the following experience, or assume primary responsibility for the performance of multiple Agency staff that will perform work requiring this experience:

- a. Developing and monitoring operating budgets, work schedules, and status reports.
- b. Planning, organizing, and directing the work of staff, consultants, and contractors.
- c. Monitoring vendor performance.
- d. Establishing work plan details, reporting progress, and anticipating and resolving issues.
- e. Installing and testing new hardware, software, and data communication networks, as related to a project.

4. Time Commitment

As Needed

Exhibit B-2 ORCA Operations Agency - Duties and Responsibilities

The ORCA Operations Agency shall have responsibility for oversight of the day-to-day operations of the ORCA System as described below. These functions shall be performed by an ORCA Operations Group that will be managed by the ORCA Regional Program Administrator.

Functions of the ORCA Operations Group are described below.

1. Coordination of Regional System Operating Activities: Directs the ORCA System operating activities of the Agencies requiring central management and coordination. Activities include, but are not limited to, Configuration Data management, Emergency response coordination, Convene and direct the Change Advisory Board (CAB), ORCA Technical Team and other centralized system operating activities not performed by the RFC Contractor, Joint Consultants or Regional Service Providers that are required to ensure consistent and reliable system operations.
2. Contract Administration: Administers contracts with the RFC Contractor and Joint Consultants. Activities include contractor performance monitoring, coordinating individual Agency warranty communications, dispute resolution, contract change administration, contractor auditing, and intellectual property escrow administration.
3. Monitoring of Regional Services: Monitors functions performed by the Fiscal Agent, Regional Mail Center and the Regional Inventory Distribution Center under this Agreement to ensure that services are delivered as needed. Provide support to Regional Service Providers to assist them in providing operations that are consistent and reliable including, but not limited to, coordinating RFC Contractor involvement and resolution of contract and operational issues.
4. Coordination of Committees and Advisory Groups: Convenes and receives recommendations from various committees or advisory groups composed of Agency representatives and established by the Joint Board for various purposes, including but not limited to:
 - a. Reviewing, evaluating, prioritizing and recommending changes, upgrades and updates to the ORCA System, and developing the Agencies' position on matters arising in the change management process and incident management process.
 - b. Providing advice on the implementation of proposed changes and the deployment of configuration updates or new releases.
 - c. Resolving issues with the RFC Contractor including but not limited to reliability issues, corrective actions, problem resolution, disputes regarding failure origins, and escalating unresolved issues.

Exhibit B-3 ORCA Regional Program Administration Agency- Duties and Responsibilities

The ORCA Regional Program Administrative Agency shall have responsibility for administering a regionally coordinated fare collection program and ensuring that materials and information regarding the ORCA Program are consistent and complete. These functions shall be performed by an ORCA Regional Program Administration Group that will be managed by an ORCA Regional Program Administrator.

The ORCA Regional Program Administrator shall oversee the work of the ORCA Operations Group as described in *Exhibit B-2 ORCA Operating Agency – Duties and Responsibilities*.

The ORCA Regional Program Administrator shall be a member of the ORCA Leadership Team comprised of a Joint Board representative, vendor senior management and enterprise architects representing the agencies and the vendor.

The ORCA Regional Program Administrator shall report to the Joint Board, develop staffing and operating plans as the Joint Board may require, and provide data and information to the Joint Board as the Joint Board in its discretion may determine. The ORCA Regional Program Administrator or designee shall serve on such Agency committees and Agency-Contractor teams, boards or committees as may be assigned by the Joint Board. The ORCA Regional Program Administrator shall take only those actions or make only those decisions that are assigned either by this Agreement or the Joint Board.

Functions of the ORCA Regional Program Administration Agency are described below:

1. Program Administration: Provide logistical and record keeping support for the Joint Board and the ORCA Program, develop, recommend and maintain a regional program budget, manage regional billing and payment processing, provide ongoing reporting to the Joint Board and Agencies and administer this Agreement.
2. Planning and New Initiatives: Identify and prioritize, through regionally coordinated working groups and approval processes, business-related system changes.
3. Policy Development: Coordinate Agency efforts to develop regional policies and procedures for fare collection and related activities, including development and maintaining a record of ORCA business rules and regional policy/procedure development through committees established by the Joint Board.
4. Public Information: Develop, through regionally coordinated working groups and approval processes, marketing and customer-related public information related to ORCA and the regional fare program. Develop website and printed content for public use and distribution, including program terms and conditions, product/program information, and Knowledge base administration. Develop regionally coordinated public disclosure processes.

Establish data retention, privacy and records archival policies and processes. Coordinate regional response, as needed, to public requests for information.

5. Agency System Security: Oversight of responsibilities defined in Exhibit H of this Agreement, the System Security Plan (CDRL 31) developed under the RFC Contract, and as may be assigned by the Joint Board.
6. Coordination of Committees and Advisory Groups: Convenes and receives recommendations from various committees or advisory groups composed of Agency representatives and established by the Joint Board for various purposes, including but not limited to:
 - a. Managing the Agencies' security functions, as described in Exhibit H Agency Security Plan, to include planning and coordinating security audits, reviewing security incidents, and preparing the Agencies' position on issues arising in the security incident review process.
 - b. Developing and recommending changes to fare policies, revenue allocation processes, billing and invoicing processes, and other functions involving distribution or movement of funds among the Agencies, including approval of manual adjustments of funds allocation.

Exhibit G-1 Regional Inventory and Distribution Center- Description of Duties

The Regional Inventory and Distribution Center (RIDC) duties include the following:

1. Submit an aggregated card stock forecast for card needs by type and time period for the region no more than twice per year.
2. Maintain card stock inventory sufficient to meet regional card distribution and fulfillment needs.
3. Create card stock orders using the Agency website to receive card stock delivery no less than 60 days prior to needing the card stock. Concurrently send the hard copy card order form to Vix.
4. Receive and store cards in secure location.
5. Ensure that the security seal is maintained on unopened boxes of card stock.
6. Inspect card deliveries to ensure that the correct quantity and type of card stock is received. This includes reconciling shipping paperwork and box labels with order information.
7. Fulfill and ship or deliver agency-specific card stock orders twice a week, or as needed, from card stock on hand.
8. Receive invoice from Vix for card stock ordered and forward approved invoice to the Regional Program Administrator with order verification. In the event that invoices are distributed directly to Fiscal Agent, staff from the RIDC will provide information so that invoices can be verified.
9. Return defective cards or those cards that do not correspond with the order details.
10. Submit annual budget to Fiscal Agent for approval within time-frame directed by Joint Board.
11. Provide quarterly invoices to Fiscal Agent in order to receive reimbursement for costs incurred.
12. Notify the Regional Program Administrator in the event that RFC Contractor is not fulfilling its contractual obligations as to the RIDC.

Exhibit G-2 Regional Mail Center – Description of Duties

The Regional Mail Center duties include the following:

13. Provide centralized new card order fulfillment for remote sales.
14. Receive card orders from the Cardholder website, Call Center website, Agency website or Business Account website (for employers to distribute to employees).
15. Issue cards for mailed-in card orders from individuals.
16. Issue cards for different card types (standard, Regional Reduced Fare Permit, campus) and with secondary printing (if specified).
17. Mail cards to customers or arrange for pick-up/delivery.
18. Process mail-in orders for remote revalue and Autoload setup for existing ORCA cards.
19. Process credit card payments through approved internet gateway providers.
20. Provide settlement of funds for transactions processed through the Cardholder website.
21. Provide settlement of payment for customer authorized Autoload transactions.
22. Maintain all customer credit card transactions handled by the Regional Mail Center as set out in this agreement per current PCI standards.
23. Utilize the appropriate and cost-effective method for fulfilling the card orders:
 - a. CIPP for individual orders that can be batched in groups of 250
 - b. Bulk card printer to issue and print the cards
 - c. Customer Service Terminal to create orders from phone or mail-in requests and to process revalue orders with non-credit card payments
 - d. Call Center website for mailed-in revalue orders.
24. Obtain authorization for credit card transactions prior to processing orders.
25. Setup Autoload per mailed-in authorization forms.
26. Maintain sufficient levels of card stock to meet daily orders.
27. Following the transition period, process orders within 72 hours.
28. Maintain sufficient supplies of customer information materials to be distributed with card orders.
29. Deliver order envelopes and packages to authorized locations for the United States Post Office or Federal Express.
30. Annually prepare Regional Mail Center budget that will include the following elements:

- a. Staffing required to process the estimated order volumes within 72 hours
 - b. Bank card fees associated with credit card processing through the internet gateway and merchant acquirer
 - c. Postage and shipping charges associated with sending materials to customers
 - d. Materials and supplies to support card fulfillment.
- 31. Submit annual budget to Fiscal Agent for approval within the time-frame directed by Joint Board.
 - 32. Provide quarterly invoices to Fiscal Agent in order to receive reimbursement for costs incurred.
 - 33. Maintain card processing equipment per vendor instruction.
 - 34. Work with vendor to resolve system software issues.
 - 35. Notify the Regional Program Administrator in the event that RFC Contractor is not fulfilling its contractual obligations.